<u>ARTICLE X - GENERAL REQUIREMENTS</u>

<u>10.1 GENERAL</u> - The provisions of this Section shall govern the activities of the Contractor under this contract for maintaining, servicing and repairing the Radio Equipment located throughout the State of Hawaii Department of Transportation Harbors Division. Locations are but not limited to Honolulu, Kalaeloa, Hilo, Kawaihae, Kahului, and Nawiliwili Harbor.

- A. Radio Equipment consists of, but is not limited to the following:
- 1. Portable Units
- 2. Mobile Units
- 3. Base Stations

10.2 DEFINITION OF TERMS

- <u>A.</u> <u>Maintain</u> Shall include preventive maintenance of equipment's components outlined in these specifications.
- <u>B.</u> <u>Repair</u> Shall include restoring equipment to 100% system available or original manufacturer's specifications.
- <u>C.</u> <u>Modifications or Modify</u> The altering of the equipment as instructed by the State, to operate other than in the manner in which it is currently functioning. This may include software and firmware changes.
 - Modification work shall not include system reconfiguration done for end user interface to change, delete, add, or reassign equipment operational parameters, which shall be inclusive of contracted maintenance work.
- <u>D.</u> 100 Percent (100%) Available The equipment shall be considered as 100 percent (100%) Available when:
 - 1. All equipment is in service and operating as designed.
 - 2. The equipment is fully operable by the users and functioning as designed.
 - 3. Application Equipment Software is functioning and responding as designed.

- <u>E.</u> "Malfunction" Shall be defined as the inability to operate, utilize, or access/receive accurate information from the equipment.
- <u>F.</u> "Trouble Call" Shall be defined as an individual notification of equipment Malfunction to the CONTRACTOR or designated point of contact. A Trouble Call can be issued at anytime daily, including Saturdays, Sundays, and State holidays.
- G. "Response Time" Shall be defined as the time from issuance of Trouble Call to the time Contractor responds to the Harbors Division Port Security Program Specialist, Disaster Preparedness Program Specialist, or authorized representative, with information pertaining to date and time of repair personnel arrival at the malfunction site to start work on diagnosing and repair of the Equipment.

10.3 SPECIAL PERSONNEL SKILL AND QUALIFICATIONS

- A. <u>Contractor Qualifications:</u> The CONTRACTOR shall have a minimum of three (3) consecutive years experience in the maintenance and repair of radio equipment and systems, digital data communications systems, or electronic instrumentation. CONTRACTOR must be familiar with the State Share Blended System. To adequately maintain the equipment to the satisfaction of the State, the Contractor shall be required to be capable to accomplish the items listed for the Maintenance and Repair Services, as well as the following:
 - 1. To become familiar with the existing equipment, and to functionally operate these Systems within fifteen (15) calendar days of notice to proceed. These Systems and equipment include, but are not limited to:
 - a. Portable Units
 - b. Mobile Units
 - c. Base Stations
 - d. Refer to List of Equipment in Attachment I for additional items
 - 2. Loading and installing of equipment firmware updates. The Contractor shall be knowledgeable to debug firmware updates or to make hardware adjustments, to achieve or exceed the equipments' specified performance.
 - 3. Familiarity and understanding of electronic industry terminology and HAR-OC 17-02

ability to:

- a. Understand Equipment User's Operating Manuals to implement modifications to software parameters and allow users the ability to modify equipment requirement within their respective designed limitations and parameters.
- b. Communicate problems or conditions associated with the equipment to others in written form to efficiently convey the situation and discuss possible solutions and make recommendations.
- B. <u>Personnel Qualification:</u> Technicians who will be performing maintenance and repair work on the various components of the radio equipment and system shall be experienced electronic technicians with a minimum of two (2) years of work experience in radio repair and maintenance with Harris Communication equipment. In addition, the company and assigned technicians shall:
 - 1. Be capable and knowledgeable in operating equipment and systems, and shall be capable and knowledgeable in running equipment and system software.
 - 2. Be a recognized Harris Communications company with Harris approved technicians.
 - 3. Be familiar with the State of Hawaii SSB system. Verification from the Hawaii Emergency Management Agency's communications officer is required before award of contract.
 - 4. Personnel assigned to this job shall be available to respond to service calls within parameters of these specifications.
 - 5. Evidence of Contractor's and Personnel's qualifications shall be in a form that can be verified by the State (name, addresses, telephone numbers of former employers, customers, and/training institutions). Failure to submit or falsification of personnel qualifications by the Contractor shall INVALIDATE their Submittal.

<u>10.4 COORDINATION OF WORK</u> - All work under this contract shall be coordinated with the Harbors Division Port Security Program Specialist, Disaster Preparedness Program Specialist, or their duly authorized representative. Upon

award of the contract, the Contractor shall submit to the Harbors Division for their approval:

- A. Work schedules a list of management personnel assigned to the project and all other information concerning the Contractor's maintenance and repair services to be provided for the equipment.
- B. A readily accessible telephone number, for a single point of contact through which the Contractor can be notified of any situation requiring their attention, any day of the year, 24 hours a day.

<u>10.5 INSPECTION AND MAINTENANCE</u> - The Contractor shall be required to schedule qualified technicians to perform inspections and maintenance on the equipment and radio system throughout the State of Hawaii. The inspection and maintenance work shall include the operational test of the equipment/radio system and correction of discrepancies.

Payment for Maintenance Services shall be paid in accordance with the Proposal Schedule for Maintenance Services.

The Contractor shall maintain the equipment as specified according to the specifications contained herein. The Contractor shall provide all labor, tools, and equipment to perform all services necessary to maintain and make repairs on the equipment. The Contractor shall:

- A. Perform preventive maintenance of all the components of the equipment which shall include, but is not limited to the following:
 - 1. Inspect equipment performance and perform equipment maintenance as recommended by the equipment manufacturer. Maintenance shall include, but not be limited to, manually resetting equipment, cleaning the outside and inside of all equipment; power supplies; updating equipment software for equipment to latest versions; inspecting equipment condition; and verifying overall equipment performance.
 - 2. To utilize, and provide as required software maintenance, and diagnosing utilities or tools, for the equipment. The Contractor shall be able to interpret the information derived from these diagnostics to deduce the proper actions to improve or correct deficiencies in radio system operations.
 - 3. Evaluate field devices performance to diagnose deficiencies. The Contractor shall be responsible for evaluating and interpreting these

readings, comparing them with normal system responses, then making corrective replacements, adjustments, and calibrations to the field devices as recommended by respective equipment manufacturer to restore normal System control and monitoring operations.

- **4.** Maintain records (dates, inspector's and/or tester's name, test, results and corrective actions) of all maintenance inspections and tests. The Contractor shall submit to the Harbors Division Port Security Program Specialist compiled maintenance records as required.
- 5. Maintain an inventory (quantity, model number, description and manufacturer) of all equipment. The Contractor shall submit the inventory to the respective Harbors Division Port Security Program Specialist as required.
- 6. Normal housekeeping duties (cleaning, dusting, vacuuming, etc.) for all the equipment and the area immediately surrounding them as well as the storage and work areas furnished to the Contractor as required due to conditions.
- 7. Visual maintenance and check for proper operations of all equipment.

10.6 REPLACEMENT OF PARTS - The Contractor shall replace necessary parts of the radio equipment. The Contractor shall be reimbursed for the cost of the new parts, including applicable shipping charges and taxes, plus 10% for overhead, profit, and other incidental expenses. The Contractor shall substantiate its charges by submitting original billings to the State.

The Contractor shall use only parts that are certified new and correctly designed, and the Contractor shall maintain an inventory of parts so that repairs to equipment shall be completed within the repair time stated in Section 10.7. Parts reimbursed for maintenance inventory shall be the property of the State and may be stored at the Harbors Division per direction of the Harbors Division Port Security Program Specialist.

Payment for new replacement parts or maintenance inventory shall be paid on an Allowance basis as shown in Item 3 of the Proposal Schedule. This payment shall be for actual replacement parts provided to the State for repair work. The State makes no guarantee whatsoever as to the minimum amount of replacement parts that will be required under this Contract and no fee adjustment will be made if the amount of

replacement parts is less than anticipated.

- <u>10.7 REPAIR TIME AND LIQUIDATED DAMAGES</u> The required repair time for each equipment malfunction shall be seven (7) working days inclusive of responsive time. Should any repair exceed required time, the Contractor must notify the State of the reason for delay.
- 10.8 TERMINATION OF CONTRACT The importance of equipment functioning properly, demand that radio system be maintained in a satisfactory condition at all times. Should it be found that the equipment or their spare parts are not maintained satisfactorily, the State may immediately demand that the Contractor place the System in 100 Percent (100%) system available condition. Failure to comply with these demands within seven (7) calendar days shall be cause for termination of the contract without any liability on the part of the State.
- <u>10.9 TERM OF CONTRACT</u> The term of this contract shall be for one (1) year, to commence from the date indicated in the Notice to Proceed from the State, unless renewed as provided for under Section 10.11.
- <u>10.10 RIGHT TO TERMINATE CONTRACT</u> The State shall have the right to terminate this Contract. The State will notify the Contractor of its intent to exercise its option to terminate maintenance service at least thirty (30) days prior to termination.
- <u>10.11 HARBOR SECURITY</u> The Contractor shall submit required documentation of all Contractor and Subcontractor's employees, their representatives, suppliers, manufacturers, and alike, and of all necessary vehicles needing access to the project site to the Harbors Division before starting work on the project.

Maritime Security Awareness training is mandatory for all personnel entering the Harbor facility. The Contractor shall be responsible to ensure all of its employees, representatives, subcontractors, vendors, and all alike, requiring access to the harbor area for this project, have been trained and possess the required maritime security card before entering the Harbor's property. Prior to starting work on this project, the Contractor shall provide a list of names (full legal name) and birth dates of all employees, representatives, subcontractors, vendors, and all alike, as well as their vehicles license number, year, make, color and model that will be entering the project site, together with a letter attesting that all personnel have received this training to the Harbors Division. All employees, representatives, subcontractors, vendors, and all alike, shall wear their respective company's identification card bearing the company's name, the individual's first and last name, and middle

initial(s), and a recent photograph of the individual on the front of the identification card at all times while on Harbor's property.

The Contractor's personnel requiring unescorted access to secure areas of maritime facilities will be required to obtain a Transportation Worker Identification Credential (TWIC). The project area has been deemed to be within a secured area. TWIC was established by Congress through the Maritime Transportation Security Act and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. To obtain a TWIC, the applicant must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by TSA. The Contractor will be responsible to obtain and pay for all costs associated in providing their appropriate employees with TWIC. Information regarding TWIC is available on the TSA website at www.tsa.gov/twic.

MAINTENANCE, SERVICE, AND REPAIR OF RADIO EQUIPMENT FOR HARBORS DIVISION

HAR-DPSS 17-01

PROPOSAL SCHEDULE

Item No.	Description	Quantity (a)	Unit Price (b)	Amount Bid (a x b)
1	Maintenance Services of Radio Equipment (Annual)	12 months		
2	Maintenance and repair service for (22) base station units to include up to (3) factory repair events	12 months		
3	Maintenance and repair service for (46) XG-100M Mobile radio units to include up to (7) factory repair events	12 months		
4	Maintenance and repair service for (85) XG-100P Portable units including up to (9) factory repair events	12 months		
5	Maintenance and repair service for (98) XG-75 Portable units to include up to (9) factory repair events	12 months		
6	Removal and installation of (2) XG 100-M Mobile radio units from vehicles at Kalaeloa Barbers Point Harbor. Pricing includes all and any additional parts and labor.	1 unit		
	State Sales Tax		0.04712%	
BASE BID \$				

^{**}Pricing includes all travel expenses**

Attachment II

Payment will be made on the services performed and the unit bid prices.

Bids will be compared on the basis of the BASE BID. If the lowest BASE BID is less than, or approximately equal to, the funds available for this project, an award will be made to the lowest responsive responsible bidder.

If the lowest BASE BID exceeds the funds available for this project, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, as amended, to reduce the scope of work and award a contract therefore.

PROPOSAL TO THE STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HARBORS DIVISION

PROJECT: MAINTENANCE, SERVICE, AND REPAIR OF

RADIO EQUIPMENT SYSTEM FOR HARBORS

DIVISION

JOB NO.: HAR-DPSS 17-01

TERM OF CONTRACT: One (1) year period beginning from the date indicated in

the Notice to Proceed from the State.

PROJECT MANAGER: MR. DAVID L. LEE

DEPARTMENT OF TRANSPORTATION

HARBORS DIVISION

79 SOUTH NIMITZ HIGHWAY HONOLLU, HAWAII 96813 PHONE: (808)587-4540

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NOTE: Bid, Performance and Payment Bonds are not required

for this project.